

AG Contract No KR01-2412TRN
ADOT ECS File No. JPA 01-145
Project: 202-C-500
TRACS No. H5151 01C
Santan (202L) 56thSt.-McClintock Dr
(City of Chandler Enhancements)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into May 6th, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of the Santan(202L) Freeway, 56th St.-McClintock Dr. contemplated by the State, the City has requested the State enhance the construction of a number of utility, signal related, and aesthetic items, on behalf of the City, hereinafter referred to as the "Project". The items listed on, but not limited to, Exhibit A, attached hereto and made a part hereof, are the estimated costs of \$546,889 35, at City's expense. Additional related items may be added to the Project list with the mutual agreement of the City and the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 25251

Filed with the Secretary of State

Date Filed: 05/06/02

Betsy Bayless

Secretary of State

By Darryl R. Gruenewald

II. SCOPE OF WORK

1. The State:

a. Upon execution of the agreement, will invoice the City \$546,889.35, for the estimated costs of the Project which includes a fixed rate of 14% for construction engineering and administration, as shown on Exhibit A. The estimated amount above, due (30) days after receipt of an invoice, shall be available to the State as required to pay actual monthly contractor payments of the Project.

b. Upon receipt of the estimated funds from the City, will agree to be authorized agent for the City. Will include the City's requested enhancements and provide to State standard design plans, specifications and other such documents and services required for the bidding and construction of the Project.

c. Upon completion of final design and approvals/clearances, will advertise for bid the State's Santan (202L) Freeway, 56th St.-McClintock Dr. project. On behalf of the City and with approval by Resolution of the State Transportation Board, award one or more contracts to accomplish the Project(s), administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion of the Project, will provide the City with a recapitulation of the Project costs, to include but not limited to: design, construction and post design costs, along with an invoice or reimbursement, for the difference between the amount paid by the City and the actual costs for the Project, which includes a fixed rate of 14% for construction engineering and administration costs.

e. Upon approval and acceptance of the Project on behalf of the parties hereto as complete, will provide maintenance inside the State's control of access, excluding all Project aesthetic enhancement features constructed at the City's request.

2. The City:

a. Upon execution of this agreement and receipt of an invoice, will remit to the State, \$546,889.35 for the estimated costs of the Project which includes a fixed rate of 14% construction engineering, and administration), as shown on Exhibit A.

b. Will and does hereby designate the State as authorized agent for the City. The City will be responsible for actual costs for the Project, which includes a fixed rate of 14% for construction engineering and administration costs. Project costs to include but not limited to: design, construction and post design costs, currently estimated at \$546,889.35.

c. Will review the design plans, specifications and other such documents and provide comments as necessary.

d. Will be responsible for any design consultant and/or contractor claims for extra compensation attributable to the City. The City agrees to be responsible for any liability which may be a result of the Project, with the exception of any negligence or willful conduct on the part of the State. Should the City withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations herein.

e. Upon completion and acceptance of the Project, will reimburse the State if the actual costs incurred by the State for the Project, exceeds the amount of the City's remittance, within 30 days after

receipt of an invoice for the actual cost of the Project, which includes a fixed rate of 14% for construction engineering and administration costs for the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

f. Upon completion and acceptance of the Project by the State on behalf of the parties hereto, will provide maintenance of the Project, including but not limited to maintenance and painting required for the elements listed in Item No. 1; Item No.2; and Item No.3: as listed on Exhibit A. It is understood, Item No. 2 (traffic signal) on Exhibit A, will be turned over to the City once the signal is turned on and the City will provide operation and maintenance of the signal and any highway lighting. In addition, the City will be responsible for electrical power costs associated with the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and said payments or reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the advertisement of the Project construction contract, with thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, the City's obligations to maintain the Project shall be perpetual as to any aesthetic enhancements to elements of the Project and as respects, all other elements of the Project(s) shall endure until the element is removed or abandoned in place.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, Arizona 85007
lgrandy@dot.state.az.us

City of Chandler
City Manager, Mail Stop 605
55 N. Arizona Pl., Suite 301
PO Box 4008
Chandler, AZ 85244-4008

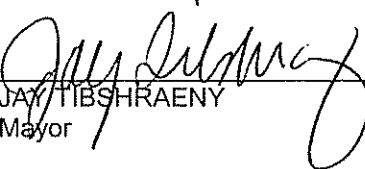
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER

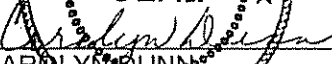
STATE OF ARIZONA

Department of Transportation

By 
JAY TIBSHRAENY
Mayor

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
CAROLYN BLINN
City Clerk

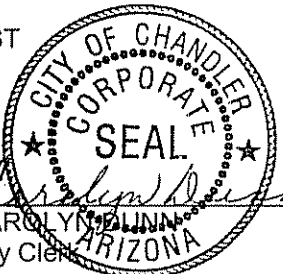
The seal is circular with a double-lined border. The outer ring contains the text "CITY OF CHANDLER" at the top and "ARIZONA" at the bottom, separated by two stars. The inner circle contains the word "CORPORATE" at the top and "SEAL" in the center.

Exhibit A
SUMMARY
IGA ESTIMATE BACKUP
SANTAN L202 56th STREET TO MCCLINTOCK DRIVE
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER

ITEM	CONSTRUCTION COST	DESIGN FEE	DESCRIPTION
1 STEEL CASING FOR FUTURE RECLAIMED WATERLINE	\$182,000.00	\$10,330.00	The City of Chandler has requested that ADOT include a 48" Steel Casings crossing the Santan Freeway for future construction of City of Chandler 30" reclaimed waterline. A crossing was located east of Kyrene Road.
1A MOBILIZATION SHARE	\$14,560.00		Mobilization share is based on a prorated amount (8%) from the total construction amount
1B CONTRACTOR QUALITY CONTROL	\$1,365.00		Contractor Quality Control is based on a prorated amount (.75%) from the total construction amount
1C CONSTRUCTION SURVEYING & LAYOUT	\$2,275.00		Construction Surveying & Layout is based on a prorated amount (1.25%) from the total construction amount
TOTAL	\$200,200.00	\$10,330.00	

Exhibit A
SUMMARY
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SANTAN L202 56th STREET TO MCCLINTOCK DRIVE
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER

ITEM	CONSTRUCTION COST	DESIGN FEE	DESCRIPTION
2	TRAFFIC SIGNAL ITEMS	\$21,200.00	The City of Chandler requested that ADOT provide and install Optical Pre-emption equipment for Kyrene Road and McClintock Dr. ADOT will install the illuminated street name signs supplied by the City of Chandler.
2A	MOBILIZATION SHARE	\$1,696.00	Mobilization share is based on a prorated amount (8%) from the total construction amount
2B	CONTRACTOR QUALITY CONTROL	\$159.00	Contractor Quality Control is based on a prorated amount (.75%) from the total construction amount
2C	CONSTRUCTION SURVEYING & LAYOUT	\$265.00	Construction Surveying & Layout is based on a prorated amount (1.25%) from the total construction amount
TOTAL		\$23,320.00	

Exhibit A
SUMMARY
IGA ESTIMATE BACKUP
SANTAN L202 56th STREET TO MCCLINTOCK DRIVE
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER

ITEM	CONSTRUCTION COST	DESIGN FEE	DESCRIPTION
3	\$223,525.00		The City of Chandler has requested painting the chain fence within the project limits. The City of Chandler has requested that pedestrian fencing on the bridges at Kyrene and McClintock Drive be aesthetically enhanced to include metal icons, painting the bridge cage, and bridge accent painting.
3A	\$17,882.00		Mobilization share is based on a prorated amount (8%) from the total construction amount
3B	\$1,676.44		Contractor Quality Control is based on a prorated amount (.75%) from the total construction amount
3C	\$2,794.06		Construction Surveying & Layout is based on a prorated amount (1.25%) from the total construction amount
TOTAL	\$245,877.50		
SUBTOTAL(TASKS 1-3)	\$469,397.50	\$10,330.00	
14% CONSTRUCTION ENGINEERING & ADMINISTRATION	\$65,715.65	\$1,446.20	
GRAND TOTAL	\$535,113.15	+	\$11,776.20 = \$546,889.35

EXHIBIT A
IGA ESTIMATE BACKUP
SANTAN 202L 56TH STREET TO MCCLINTOCK DRIVE
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER ENHANCEMENTS

ITEM NO. 1 - STEEL CASINGS FOR FUTURE RECLAIMED WATERLINE						
Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	8090703	CASING (48") (BLACK STEEL)	L.FT.	700	\$260.00	\$182,000.00
SUBTOTAL (Total of Itemized costs)						\$182,000.00

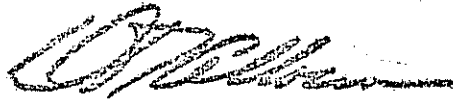
ITEM NO. 2 - TRAFFIC SIGNAL ITEMS						
Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	7310189	POLE (SPECIAL) (CITY OF CHANDLER)	EACH	7	\$1,200.00	\$8,400.00
2	7350551	OPTICOM PRE-EMPTION UNIT	EACH	2	\$4,000.00	\$8,000.00
3	7370421	ELECTRICAL SYSTEM (INSTALL INTERNALLY ILLUMINATED STREET SIGN)	EACH	12	\$400.00	\$4,800.00
SUBTOTAL (Total of Itemized costs)						\$21,200.00

ITEM NO. 3 - ENHANCEMENTS FOR RIGHT OF WAY FENCING AND BRIDGE PEDESTRIAN FENCING						
Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	9020012	CHAIN LINK FENCE, Type 1 (48")(Painted)	L FT	1431	\$3.00	\$4,293.00
2	9020014	CHAIN LINK FENCE, Type 1 (72")(Painted)	L FT	2200	\$3.00	\$6,600.00
3	9020028	CHAIN LINK FENCE (PAINT EXISTING)	L FT	344	\$3.00	\$1,032.00
4		MISCELLANEOUS WORK (KYRENE RD/MCCLINTOCK DR FENCE GRAPHICS PAINTING), 2 GRAPHICS PER BRIDGE	L SUM	1	\$141,600.00	\$141,600.00
5		MISC WORK (PAINT KYRENE AND MCCLINTOCK DR BRIDGE FENCING AND BRIDGE ACCENT PAINTING)	L SUM	1	\$70,000.00	\$70,000.00
SUBTOTAL (Total of Itemized costs)						\$223,525.00

RESOLUTION

BE IT RESOLVED on this 9th day of September 2001, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Intermodal Transportation Division, to enter into an agreement with the CITY OF CHANDLER for the purpose of defining responsibilities for the incorporation of enhancements (requested by the City), of a number of utility, signal related, and aesthetic items, incident to the State's contemplated construction project of the Santan (202L) Freeway, 56th St -McClintock Dr

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, PE Assistant State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

COPY

RESOLUTION NO. 3475

OFFICIAL FILE COPY
CITY OF CHANDLER
CITY CLERK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CITY FUNDING OF AESTHETIC ENHANCEMENTS TO THE SANTAN FREEWAY FROM 56TH STREET TO MCCLINTOCK DRIVE

WHEREAS, the City of Chandler desires aesthetic enhancements to the Santan Freeway; and,

WHEREAS, the City of Chandler desires to upgrade certain traffic signals and wastewater facilities along the Santan Freeway; and,

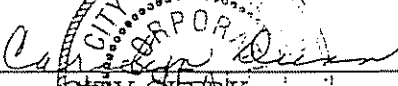
WHEREAS, the Arizona Department of Transportation will provide design, bidding and construction services for these facilities as part of the Santan Freeway project; and

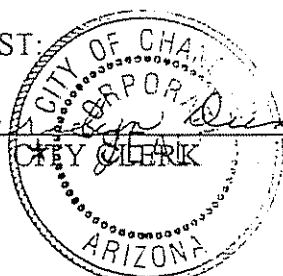
WHEREAS, an IGA is required by the City and ADOT to specify the responsibilities between the parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said amended Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 25th day of March 2002.

ATTEST:



CITY CLERK




MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 3475 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the 25th day of March 2002, and that a quorum was present thereat.



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

JPA 01-145

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11th day of April, 2002.

Dennis M. O'Neill

City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX. AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8859
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-2412TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 26, 2002.

JANET NAPOLITANO
Attorney General



JEFFREY C. MURRAY
Assistant Attorney General
Transportation Section

JTM:ggt

Enc.

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